



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-020376-26

In the matter of: 1908, 320 TWEEDSMUIR AVE
TORONTO ON M5P2Y3

Between: Morguard Corporation Landlord

And

Manuchehr Ebrahimi Tenant

Morguard Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Manuchehr Ebrahimi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlord's legal representative, Natalia Abiniakine and the Tenant attended the hearing.

At the hearing, the parties consented to the following order.

Determinations:

1. At the hearing, the Tenant disputed the amount of arrears claimed by the Landlord, specifically the sum of \$426.35 arising from a rent increase that took effect on May 1, 2020, but whose collection was deferred until August 2020 due to the COVID-19 pandemic. The increase became owing in September 2020.
2. The Tenant submitted that he should not be required to pay the rent increase because the Landlord had requested post-dated cheques reflecting the prior rent amount for the period during which the increase was deferred and for the remainder of the year.
3. A letter from the Landlord addressed to the Tenant and dated April 29, 2020, was submitted into evidence, which states in part:

“You are receiving this letter because you have recently received a notice of rental increase commencing with the May rent payment.... Commencing with the May rent, we have stopped the collection of the rental increases and will not issue any further increases during this unique time...”

4. The Landlord also submitted into evidence a further letter addressed to the Tenant dated August 4, 2020, which states in part:

“...effective September 1, 2020 and thereafter, residents are required to pay the full monthly rent as set out in the Notice of Rent Increase you received during the shutdown period.”

5. The Tenant testified that he did not receive the Landlord's letter dated August 4, 2020 and submitted that the Landlord was taking advantage of tenants through the deferred payment arrangement, which he felt placed tenants in a difficult financial position.
6. Although the Tenant testified that he did not receive the Landlord's August 4, 2020 letter, I am satisfied that the Landlord intended to implement the rent increase in the ordinary course but temporarily deferred collection during the pandemic in an effort to provide tenants with financial relief. I am also satisfied that the Landlord communicated its intention to end the deferral through the August 4, 2020 letter.
7. Even if the Tenant did not receive the August 4, 2020 letter, section 136 of the *Residential Tenancies Act, 2006* (the “Act”) provides the following with respect to rent increases:

136 (1) Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application. 2006, c. 17, s. 136 (1).

Increase deemed lawful

(2) An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged and the lawfulness of the rent increase is in issue in the application.

8. At the hearing and based on the evidence before me, I made an oral ruling that the Tenant owes the sum of \$426.35 arising from the deferred rent increase. I note that any challenge to the rent increase was not brought before the Board by way of an application within the one-year limitation period under the *Act*. Accordingly, the issue is statute-barred and cannot be adjudicated.
9. Following my ruling, the Tenant advised that he could pay the full amount owing of \$2,590.87, representing the contested arrears, May 2026 rent, and costs, on May 25, 2026. The Landlord's representative consented to the Tenant's proposed payment arrangement.

It is ordered on consent that:

1. The Tenant shall pay the Landlord the amount of \$2,590.87, representing arrears and costs of filing the application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 on or before May 25, 2026.
3. If the Tenant fails to make the payment in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant

to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 27, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.